

GLOBAL REGISTRY ACCESS AND LICENSE AGREEMENT

THIS GLOBAL REGISTRY ACCESS AND LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2006 by and between **GS1 GDSN, Inc.**, a Delaware non-profit corporation (“**GS1 GDSN**”), and the person(s) or entity(ies) which are identified on the signature page hereto (“**Company**”).

BACKGROUND

GS1 GDSN, a wholly-owned subsidiary of GS1 and a non-profit corporation has been formed to promote the common business interests of persons which manufacture, produce, distribute, buy and sell goods in one or more lines of business by establishing, overseeing and promoting global acceptance of the Global Data Synchronization Network (“GDSN”), a worldwide information network supporting exchange among participants of the global supply and demand chain of GS1 standards compliant master item and party data. In order to further develop and encourage the acceptance and adoption of the GDSN and the Global Registry (defined below), Company has agreed to enter into this Agreement with GS1 GDSN pursuant to which Company will serve as a Data Pool to facilitate the transmission and reception of Trading Partner Data in conformity with the standards and policies adopted by GS1 GDSN and with the Global Registry to ensure validity, integrity and consistency in the information exchanged among Trading Partners in the global marketplace.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** As used in this Agreement, the terms set forth below shall have the meaning set forth in this Paragraph:

(a) “Certification Agent” means each entity that has been granted a sublicense by a Certification Authority to perform the certification services referenced in Paragraph 3(a).

(b) “Certification Authority” means such entity that has executed that certain Services Agreement with GS1 GDSN, by which it has been granted the license to provide the certification services referenced in Paragraph 3(a) to Company and other Data Pools.

(c) “Company Proprietary Information” means information that is owned by, or licensed to, Company, or information in the possession of GS1 GDSN that is treated by Company as proprietary and, in any case, which is not otherwise in the public domain.

(d) “Data Pool” means those persons or entities that have executed a Global Registry Access and License Agreement with GS1 GDSN, by which they agree to facilitate the reception and transmission of Trading Partner Data among Trading Partners participating in the GDSN in conformity with the standards and policies adopted by GS1 GDSN from time to time.

(e) “Global Data Synchronization Network (“GDSN”)” means that network of interoperable Data Pools and the GS1 Global Registry™ that enables data synchronization per the GS1 System standards.

(f) “Global Registry” or “GS1 Global Registry™” means a global directory for item and party master data. Access to the Global Registry is limited to Data Pools that are certified as being compliant within the GS1 System standards.

(g) “GSMP” means a global consensus process to develop supply chain standards that are based on business needs and user-input.

(h) “GDSN Task Group” means the global standards management process (“GSMP”) task group that works through the GSMP on issues related to global data synchronization and the GDSN.

(i) “GS1 GDSN Board of Directors” means the board of directors of GS1 GDSN.

(j) “GS1 System standards” means an integrated global standards system that provides for accurate identification and communication of information regarding products, assets, services and locations.

(k) “Proprietary Information” means Company Proprietary Information or GS1 GDSN Proprietary Information, as the context requires.

(l) “Trading Partners” shall mean the manufacturers, suppliers, wholesalers, distributors, retailers and other members of global supply and demand chain which have either executed a Global Registry Subscription Agreement with GS1 GDSN or provided their written acceptance as specified in this Agreement to the GS1 GDSN Terms of Participation Agreement attached hereto as Exhibit A, pursuant to which they are entitled to participate in the GDSN, subject to Company’s compliance with its obligations to GS1 GDSN including payment of the applicable annual Data Pool Fee.

(m) “Trading Partner Data” means information that is owned by, or licensed to, a Trading Partner, or information in the possession of GS1 GDSN that is treated by a Trading Partner as proprietary and, in any case, which is not otherwise in the public domain.

(n) “GS1 GDSN Proprietary Information” means (i) the TrustMarks (as defined in Paragraph 2(a)(ii) below), and (ii) all techniques, processes, methods, concepts and intellectual property comprising the Global Registry, other than Company Proprietary Information, together with all documentation in any medium that is treated as proprietary, confidential and non-public to GS1 GDSN, or which is marked “Proprietary and Confidential,” and that is delivered by or on behalf of GS1 GDSN to Company pursuant to this Agreement, including, but not limited to, GS1 GDSN’s, manuals, training materials, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.

(o) “7x24” means seven days per week, 24 hours per day for every week of the year, without exclusions or exceptions for weekends or holidays.

2. Licenses. In further consideration of the respective rights and responsibilities contained in this Agreement, the parties agree that:

(a) License Grant by GS1 GDSN. Subject to the terms and conditions of this Agreement, GS1 GDSN hereby grants to Company, and Company hereby accepts such grant of:

(i) a limited use, non-exclusive, world-wide, non-transferable, royalty-free, revocable license to the Global Registry and to the GS1 GDSN Proprietary Information to the limited extent, and only to the limited extent, that Company requires access to and use of the Global Registry and the GS1 GDSN Proprietary Information for the sole and exclusive purpose of participating in the GDSN pursuant to the terms and subject to the conditions of this Agreement (the “GS1 GDSN

Proprietary Information License”). The license granted pursuant hereto may not be sublicensed in whole or in part by Company, and any attempted sublicense shall be void *ab initio*.

(ii) a limited use, non-exclusive, world-wide, non-transferable, royalty-free, revocable license to use (A) the Global Registry trustmark and (B) the GS1 GDSN name, logo, brand identifications, trade names, service marks or trademarks (collectively with the Global Registry trustmark, the “TrustMarks”) subject to the following conditions (the “GS1 GDSN Trademark License”): (1) all uses of the TrustMarks by Company shall be solely limited to the purposes of this Agreement; (2) Company agrees not to adopt, use or apply for registration of the TrustMarks (or any marks confusingly similar thereto) anywhere in the world; and (3) all uses of the TrustMarks shall inure to the benefit of GS1 GDSN.

(b) License Grant by Company. Company hereby grants to GS1 GDSN a limited use, non-exclusive, world-wide, non-transferable, royalty-free, revocable license to use the Company name, logo, brand identifications, trade names, service marks or trademarks (the “Company’s Mark”) subject to the following conditions (the “Company Trademark License”): (i) all uses of the Company’s Mark shall be limited to the purposes of this Agreement; (ii) GS1 GDSN agrees not to adopt, use or apply for registration of the Company’s Mark (or any marks confusingly similar thereto) anywhere in the world; and (iii) all uses of the Company’s Mark shall inure to the benefit of Company.

(c) Reservation of Rights. Notwithstanding the grant of the GS1 GDSN Proprietary Information License or the GS1 GDSN Trademark License to Company, as between GS1 GDSN and Company, the GS1 GDSN Proprietary Information and the TrustMarks shall at all times remain the sole property of GS1 GDSN. Nothing in this Agreement shall effect a transfer of any copyrights, trademarks, service marks or other intellectual property rights in the GS1 GDSN Proprietary Information, including, without limitation, the Global Registry, or in the TrustMarks from GS1 GDSN to Company (it being acknowledged by Company that GS1 GDSN shall retain all rights in the GS1 GDSN Proprietary Information and TrustMarks except for the licenses specifically set forth in Paragraph 2(a). Company shall include, and shall under no circumstances remove, GS1 GDSN’s copyright, trademark, service mark or other proprietary notices on any complete or partial copies of the GS1 GDSN Proprietary Information in the same form and location as the notices appear on the original work. Similarly, nothing in this Agreement shall affect a transfer of any copyrights, trademarks, service marks or other intellectual property rights in the Company Mark from Company to GS1 GDSN (it being acknowledged by GS1 GDSN that Company shall retain all rights in the Company Mark except for the licenses specifically set forth in Paragraph 2(b).

3. Compliance with Certification Standards and Adoption of Standards Policies. Company must become and remain in “Good Standing” as a condition to the continued validity of the licenses granted by GS1 GDSN to Company under this Agreement. As used in this Agreement, a Company shall be in Good Standing if it has fulfilled all Company commitments as required by this Agreement, including but not limited to the commitments set forth in this Paragraph 3. Failure to maintain Good Standing status shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement in accordance with Paragraph 6.

(a) Certification. Company must comply with all GDSN certification standards adopted from time to time by GS1 GDSN, which have been defined and published through a process utilizing standards bodies sanctioned by GS1. Any such standards adopted by GS1 GDSN requiring Company’s compliance shall be generally made available to Company at least 120 days prior to its effective date, or such earlier time as established by the GS1 GDSN Board of Directors, with the prior approval of the GDSN Task Group, which approval shall not be unreasonably withheld. Until such time as those certification standards are in place and operational, Company must comply with interoperability

testing criteria established by GS1 GDSN, which GS1 GDSN shall utilize the authorized Certification Authority to administer and determine Company's compliance. All GDSN certification required pursuant to this Agreement shall be conducted, and determination of compliance with certification standards shall be determined by, an authorized Certification Authority or Certification Agent, as governed by Company's agreement with such Certification Authority or Certification Agent. GS1 GDSN reserves the right to require "gap" certification to the extent any enhancements, modifications, releases or new versions of the GDSN are introduced. Company also acknowledges that if GS1 GDSN reasonably believes that Company is no longer certified, or if Company's certification has lapsed, according to the certification process and requirements administered by the Certification Authority, GS1 GDSN shall promptly notify Company, and Company shall thereupon undertake re-certification (in whole or in part as determined in the reasonable judgment of GS1 GDSN) to comply with this Agreement. In the event GS1 GDSN reasonably determines that Company's certification status has lapsed, or that it requires "gap" certification or if GS1 GDSN intends to suspend Company's certification status; GS1 GDSN shall grant Company a period no less than sixty (60) days at the time of notice to take corrective actions or agree to a workaround with GS1 GDSN. If Company fails to remedy its condition or agree to a workaround with GS1 GDSN, resulting in its suspension of access to the GDSN or de-certification, orderly transition of Trading Partners, at their choice, shall be facilitated as described in Section 7(c). Company may file an appeal with the GS1 GDSN Board of Directors for an extension of time to complete corrective action. Said extension may be granted in the Board's discretion upon a showing by Company that corrective action cannot be performed within the requisite time period due to extenuating circumstances. Notwithstanding the above, if GS1 GDSN determines that Company's failure to be certified at any time would be reasonably likely to affect the integrity of the GDSN or of Trading Partner Data and Company's action is considered a Level 1 Critical Fault as defined in the Service Level Agreement attached hereto as Exhibit C, GS1 GDSN shall be entitled to suspend Company's access to the Global Registry without notice until such issue has been deemed resolved.

(b) Standards Policies. Company agrees to comply with all standards and policies adopted and/or implemented by GS1 GDSN from time to time governing the GDSN and the Global Registry, including, but not limited to, access, service level standards, acceptable use policies, developmental and technical functionality, certification and marketing, educational and training policies and standards. Company acknowledges that GS1 GDSN reserves the right to amend and modify such standards and policies and may introduce modifications, changes, enhancements, new versions and new releases to all or part of the GDSN from time to time. GS1 GDSN agrees that each policy and standard shall be generally made available to Company at least 120 days prior to its effective date, or such earlier time as established by the GS1 GDSN Board of Directors, with the prior approval of the GDSN Task Group, which approval shall not be unreasonably withheld. Without limiting the foregoing, Company and GS1 GDSN acknowledge that each has received and reviewed the Acceptable Use Policy attached hereto as Exhibit B of this Agreement, and each agrees to be bound by the terms contained therein. Company agrees that in the event of any ambiguity, inconsistency or other question of interpretation concerning any standards or policies adopted by GS1 GDSN, the determination of the GS1 GDSN Board of Directors shall be conclusive and binding. Notwithstanding anything in this Agreement to the contrary, to the extent operational disputes arise with regard to the GDSN, the Company agrees to work in good faith with other Data Pools and GS1 GDSN to resolve such operational disputes. In the event that either party is not satisfied that the operational issue has been resolved to their satisfaction, that party can present the issue to the GDSN Task Group for resolution. In the event that either party is not satisfied with the recommended resolution of the GDSN Task Group, that party can present the issue to the GS1 GDSN Board of Directors for resolution. The ruling of the GS1 GDSN Board of Directors shall be conclusive and binding with regard to such operational issue, regardless of the decision of the GDSN Task Group.

(c) Interoperability. Company agrees that it shall not impose any charge or fee upon any other Data Pool or upon any Trading Partner which is not a customer of Company for purposes of participation in the GDSN as a condition to (i) the receipt or transmission of any Trading Partner Data pursuant to Company's participation in the GDSN; provided, however that Company shall not be prohibited from charging for any additional services that are outside the standard functionality of the GDSN but are offered by Company in connection with its GDSN related services; (ii) maintaining interoperability among the Company and other Data Pools pursuant to Company's participation in the GDSN; or (iii) Company's participation in the GDSN.

(d) Participation by Trading Partner. Company acknowledges and agrees that a Trading Partner may elect to participate in the GDSN and access the GS1 Global Registry™ through one or more Data Pools based on the Trading Partner's business requirement. Company agrees, however, it shall not require a Trading Partner to join more than one Data Pool in order to access the GS1 Global Registry™.

4. Service Levels. GS1 GDSN and Company acknowledge and agree that their respective rights and obligations regarding help desk and other support resources shall be in accordance with the terms and conditions of the Service Level Agreement attached hereto as Exhibit C.

5. Trading Partner Information.

(a) Notwithstanding any provision in this Agreement to the contrary, each party acknowledges and agrees that its right to receive Trading Partner Data from another GDSN participant, and its right to disseminate Trading Partner Data to another GDSN participant (including, without limitation, GS1 GDSN, another Data Pool or another Trading Partner), may be subject to contractual limitations imposed on such Trading Partner Data by a Trading Partner ("Trading Partner Data Restrictions"). Each party agrees to use Trading Partner Data solely for the purpose of participating in the GDSN and not disclose or use such Trading Partner Data in contravention of this Agreement or applicable Trading Partner Data Restrictions of which such party has knowledge. The failure of one party to provide another party with access to Trading Partner Data shall not constitute a breach of this Agreement if the provision of such Trading Partner Data would violate such Trading Partner's Trading Partner Data Restrictions.

(b) Each party hereby agrees to indemnify and hold the other harmless from and against any claims made by a Trading Partner against such indemnified party, as applicable, which arise as a result of a breach by the indemnifying party of the terms of Paragraph 5(a) above.

6. Term; Termination. The term of this Agreement shall commence on the date hereof and shall continue in effect until terminated: (i) by Company at any time and for any reason upon ninety (90) days advance written notice or (ii) immediately, (A) by the non-breaching party if the terms and conditions of the GS1 GDSN Proprietary Information License or GS1 GDSN Trademark License or Company Trademark License (as applicable) are breached by the other party, which breach remains uncured for a period of 30 days following written notice thereof by the non-breaching party, (B) by the non-breaching party, in the event of a material breach of this Agreement by the other party, which breach remains uncured for a period of 30 days following written notice thereof by the non-breaching party, (C) by the non-breaching party, in the event the other party commences a liquidation or dissolution or becomes the subject of a bankruptcy or insolvency proceeding, or (D) by either party, upon a breach by the other of Paragraph 15(c).

7. Effect of Termination. Upon the termination of this Agreement:

(a) the GS1 GDSN Proprietary Information License, the GS1 GDSN Trademark License and the Company Trademark License, and Company's right to access the Global Registry on behalf of its Trading Partners shall automatically terminate;

(b) Each party shall immediately cease using, and return or destroy, the other party's Proprietary Information, and Company shall cease using the TrustMarks, destroy all marketing, promotion and other materials regarding the GDSN then in Company's possession and control, and destroy all materials (including, without limitation, all letterhead, promotional materials and the like) in its possession or control which contain or otherwise display the TrustMarks; provided, however, that notwithstanding the foregoing, GS1 GDSN shall be entitled to use Trading Partner Data of any customer of Company to the extent permitted by, and in accordance with the terms of, the Global Registry Subscription Agreement executed by such Trading Partner with GS1 GDSN or the GS1 GDSN Terms of Participation Agreement accepted by the Trading Partner. Each party shall provide a certificate executed by a corporate officer attesting to the return or destruction of all of the other party's Proprietary Information upon written request. GS1 GDSN shall cease using Company's Mark; and

(c) Following termination of this Agreement for any reason, each party agrees to cooperate in a timely manner with the other in providing such commercially reasonable assistance the other party requests to assist in the orderly transition of Trading Partners who have requested such assistance to another Data Pool, or alternate data pool services arrangement sought by such Trading Partners.

8. Representations and Warranties.

(a) GS1 GDSN, on the one hand, and Company, on the other hand, each represents and warrants to the other that (i) each has full power and authority to enter into this Agreement and to perform its respective obligations herein, and (ii) this Agreement represents a valid and legally binding obligation of such party and is enforceable against such party in accordance with its terms.

(b) GS1 GDSN represents and warrants that GS1 GDSN has no knowledge that the GS1 GDSN Proprietary Information (including the Global Registry) violates or infringes upon the intellectual property rights of any other party.

(c) THE WARRANTIES MADE IN THIS PARAGRAPH 8 ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES BEING MADE BY THE PARTIES HEREUNDER, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

9. Proprietary Rights.

(a) Except as otherwise set forth herein, (i) as between Company and GS1 GDSN, the Proprietary Information of each party and any modifications, improvements or other changes thereto, are proprietary to such party and title thereto at all times remains with such party and (ii) all applicable rights to patents, copyrights, trademarks and trade secrets in and to such party's Proprietary Information are and shall remain the property of such party. Each party agrees it shall not reverse engineer, decompile, disassemble or adopt any process, technique, or procedure or make any attempt to ascertain or derive the source code to the other party's Proprietary Information. Each party agrees, and each party agrees to use its reasonable efforts, to cause its officers, directors, employees and agents, to execute and deliver any document or instrument requested from time to time by the other party to confirm such party's ownership of such party's Proprietary Information or any improvements, modifications or other alterations or changes thereto.

(b) If at any time during the term of this Agreement, any improvement, modification or enhancement, whether patentable or unpatentable, or copyrightable or not copyrightable, to the GS1 GDSN Proprietary Information is made by Company (a "Company Development"), Company will promptly disclose it to GS1 GDSN and will furnish to GS1 GDSN all relevant information pertaining to it; provided, however, that the parties agree that any software or hardware developed or owned by Company which enables Company to access the Global Registry shall not be deemed a Company Development. All Company Developments will be the sole property of GS1 GDSN, but will be licensed to Company under the license granted under this Agreement and subject to all its terms and conditions. If required under applicable law to vest ownership of such Company Development in GS1 GDSN, Company will irrevocably assign, royalty free, to GS1 GDSN all of Company's right, title and interest in and to all such Company Developments and will, without charge, sign such further instruments of assurance as GS1 GDSN may reasonably require to complete full assignment.

10. Confidential Information.

(a) In addition to any obligation to preserve and protect Trading Partner Data as required hereunder, Company agrees that it will not disclose, provide, or make available any GS1 GDSN Proprietary Information, in any form to any person without GS1 GDSN's prior written consent, except to bona fide employees, officers, contractors, affiliates or directors of Company whose access is necessary to enable Company to exercise its rights hereunder, or to Trading Partners in order to facilitate their participation in the GDSN in accordance with the terms and conditions of a Trading Partner Agreement. Prior to the disclosure of any GS1 GDSN Proprietary Information to a third party (which disclosure shall be made only with the consent of GS1 GDSN; provided that disclosure to a Trading Partner as permitted hereunder shall not require GS1 GDSN's consent) such third party shall in writing agree to be bound by the same obligations of confidentiality to which Company is subject hereunder, and Company shall remain responsible for and shall indemnify and hold GS1 GDSN harmless from and against a breach by such third party of such obligation of confidentiality. GS1 GDSN shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available to it, in the event of any breach of this Paragraph 10.

(b) Notwithstanding the foregoing, nothing herein shall prevent Company from disclosing GS1 GDSN Proprietary Information upon Company's establishing that the GS1 GDSN Proprietary Information: (i) has been published or has become part of the public domain other than by acts or omissions of Company, its employees, agents or contractors; (ii) was lawfully in the possession of Company at the time of disclosure to it and was not acquired by Company directly or indirectly from GS1 GDSN; (iii) was received after disclosure to Company by a third party who had a lawful right to disclose such information to Company; or (iv) was independently developed by Company without knowledge or use of the GS1 GDSN Proprietary Information.

(c) GS1 GDSN agrees that it will not disclose, provide, or make available any Company proprietary information received by GS1 GDSN pursuant to this Agreement, in any form to any person without Company's prior written consent, except to bona fide employees, officers, contractors, affiliates or directors of GS1 GDSN whose access is necessary to enable GS1 GDSN to exercise its rights hereunder. Prior to the disclosure of any such information to a third party (which disclosure shall be made only with the consent of Company), such third party shall in writing agree to be bound by the same obligations of confidentiality to which GS1 GDSN is subject hereunder, and GS1 GDSN shall remain responsible for and shall indemnify and hold Company harmless from and against a breach by such third party of such obligation of confidentiality. Company shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available to it, in the event of any breach of this Paragraph 10.

11. Indemnification; Limitation of Liability.

(a) GS1 GDSN shall indemnify Company against all damages awarded and costs actually incurred by Company pursuant to any legal proceeding (including settlement costs and reasonable attorneys' fees and costs reasonably incurred in the defense of any such proceeding) brought against Company by third parties arising out of GS1 GDSN's breach of this Agreement or brought against Company by third parties alleging that any portion of the GS1 GDSN Proprietary Information (as provided to Company) or any of the TrustMarks infringes or misappropriates (i) any United States patent or (ii) any copyright, copyright application, trademark, trademark application, service mark or service mark application ; provided that (1) Company promptly notifies GS1 GDSN in writing of any such claim or any threatened claim and (2) GS1 GDSN is permitted to fully control the defense and settlement thereof so long as such settlement does not impose a financial obligation on Company.

(b) GS1 GDSN alone shall be responsible for taking such actions which it determines are reasonably necessary or desirable in its sole discretion in connection with any infringement or alleged infringement by a third party of the GS1 GDSN Proprietary Information, and Company agrees to cooperate with GS1 GDSN by taking whatever action GS1 GDSN determines to be reasonably necessary or desirable, subject to reimbursement by GS1 GDSN of reasonable legal fees and other expenses incurred in connection with such cooperation.

(c) Company shall indemnify GS1 GDSN against all damages awarded and costs incurred by GS1 GDSN pursuant to any legal proceeding (including settlement costs and reasonable attorneys' fees and costs reasonably incurred in the defense of any such proceeding) brought against GS1 GDSN by third parties arising out of Company's breach of this Agreement or brought against Company by third parties alleging that Company's Mark infringes or misappropriates (i) any United States patent or (ii) any copyright, copyright application, trademark, trademark application, service mark or service mark application; provided that (1) GS1 GDSN promptly notifies Company in writing of any such claim or any threatened claim and (2) Company is permitted to fully control the defense and settlement thereof so long as such settlement does not impose a financial obligation on GS1 GDSN.

(d) THE PROVISIONS OF PARAGRAPHS 11(a), 11(b), AND 11(c) ABOVE STATE THE SOLE, EXCLUSIVE AND ENTIRE LIABILITY OF THE RESPECTIVE PARTIES, AND THE SOLE REMEDY TO THE RESPECTIVE PARTIES, WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL RIGHTS BY A PARTY'S PROPRIETARY INFORMATION OR MARK.

(e) NEITHER GS1 GDSN NOR COMPANY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, AND THE MEASURE OF DAMAGES SHALL NOT INCLUDE, ANY AMOUNTS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF PARAGRAPH 10 ABOVE, THE TOTAL LIABILITY OF ANY PARTY UNDER THIS AGREEMENT, WHETHER ON ACCOUNT OF ACTIONS OR CLAIMS BASED ON CONTRACT, EQUITY, TORT OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN THE AGGREGATE.

12. Data Pool Fee. The parties acknowledge and agree that a new fee model was implemented by GS1 GDSN effective January 1, 2006. Company's Trading Partners shall no longer be required to pay a subscription fee to GS1 GDSN through its Data Pool in order to participate in the GDSN. As of January 1, 2006, Company shall be responsible for paying an annual Data Pool Fee directly to GS1 GDSN, which annual payment shall allow Company to provide coverage to all of its Trading

Partners to participate in the GDSN and GS1 Global Registry™. Company shall retain the discretion to charge its Trading Partners and allocate its costs across its Trading Partners as it deems necessary. As a neutral, not-for-profit organization, GS1 GDSN's fees are established on a cost-recovery basis. Fees for GS1 Global Registry™ and GDSN services are payable annually and are based upon GS1 GDSN operational costs. The Data Pool Fee schedule for the January 1, 2006 term is published in the GDSN Roadmap, Version 6, located on the GS1 website. The GS1 GDSN Board will review the Data Pool Fee schedule annually, and will make such changes to the schedule as may be necessary to assure that GS1 GDSN remains on a cost recovery basis.

(a) Company shall be permitted to pay the annual Data Pool Fee to GS1 GDSN in one or two installments. Invoices for payment shall be issued by GS1 GDSN on or about January 1st of the current year providing an option to Company to pay for the entire year or alternatively to pay one half of the annual fee and then pay the remaining portion of the annual fee, when invoiced on or about June 1st of the current year. All invoices shall be payable by Company within net 30 (thirty) days of the date of invoice. Any prepaid fees by a Data Pool during certification will be duly credited by GS1 GDSN on the invoice issued for its annual Data Pool Fee.

(b) As a prerequisite to offering its Trading Partners a subscription to participate in the GDSN and GS1 Global Registry™ (i) Company must be current in its payment of its annual Data Pool Fee to GS1 GDSN and (ii) for every new subscriber or existing subscriber whose subscription term has expired, Company must obtain the subscriber's written acceptance to the GS1 GDSN Terms of Participation attached hereto as Exhibit A either through a click wrap agreement offered on the Company's website, or through Company's agreement for data pool services or data synchronization services between Company and its Trading Partner, in which case it is suggested that Company obtain subscriber's acceptance by including the Terms of Participation as an attachment thereto. Company agrees that it shall not offer the Global Registry Subscription Agreement which was previously in use to new subscribers of the GDSN and GS1 Global Registry™ or to existing subscribers whose subscription term has expired.

13. No Partnership or Joint Venture. It is understood and agreed that GS1 GDSN and Company are separate legal entities, and the relationship established herein is that of an independent contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating any partnership or joint venture relationship between the parties hereto. Nothing in this Agreement shall constitute or permit either party to execute on behalf of the other any contract or other document, or to bind or otherwise obligate the other party.

14. Dispute Resolution; Venue.

(a) Except as provided in Paragraph 10 above, in the event of any controversy arising out of or relating to this Agreement or any breach hereof, the parties shall first use their diligent and good faith efforts to resolve the dispute by exchanging relevant information and negotiating in good faith; provided, however, that if such dispute is not resolved within 30 days to the mutual satisfaction of the parties (unless such negotiation period is extended by mutual consent of the parties), the dispute shall be settled exclusively by binding arbitration before the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules as they may be amended from time to time, and any judgment on such arbitration award may be entered into any court having jurisdiction thereof and shall be binding upon the parties thereto. The arbitration shall be conducted in Philadelphia, Pennsylvania at a specific location to be agreed to by the parties, or if no agreement can be reached, in the Philadelphia office of the AAA.

(b) Each party shall appoint a representative as a relationship manager who shall be responsible for this business relationship as well as for managing this Agreement and questions relating to the Global Registry Subscription Agreement (the "Relationship Manager"). The Relationship Managers may coordinate meetings at mutually agreeable times to review and coordinate the responsibilities hereunder. The initial Relationship Managers (which may change from time to time on written notice by the respective party) shall be:

For GS1 GDSN: Sally Herbert

For Company: _____

15. Miscellaneous.

(a) Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver. This Agreement may not be amended or modified except by a writing executed by all the parties hereto.

(b) This Agreement sets forth the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

(c) This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Company shall not assign its rights or obligations under this Agreement (including, without limitation, the GS1 GDSN Proprietary Information License or the GS1 GDSN Trademark License) in whole or in part without the prior written consent of GS1 GDSN, which consent shall be in GS1 GDSN's reasonable discretion; provided, however, that Company may assign any of its rights and obligations hereunder without the consent of GS1 GDSN (but with prior notice) (i) to any existing or newly formed wholly-owned subsidiary of Company or (ii) to any entity that acquires all or substantially all of the stock or assets of Company. GS1 GDSN may assign its rights or obligations under this Agreement without the consent of Company. GS1 GDSN shall provide written notice to Company of any such assignment.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

(e) All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received: (i) when delivered, if made by hand delivery; (ii) two business days following deposit with a reputable overnight courier service such as FedEx; (iii) when sent by confirmed facsimile; (iv) when sent by email with confirmation of receipt or (v) six days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the party at the address appearing below, or at such other address as a party has been notified pursuant to the means for giving notice as provided in this Paragraph 15(e).

<p>If to <u>GS1 GDSN</u>: Address: GS1 AISBL (EAN International) Attention: Sally Herbert, President Blue Tower 326 Avenue Louise, Bte 10 1050 Brussels Belgium cc: Clement D. Erhardt, III, Secretary Fax No: 609-620-0254</p>	<p>If to <u>Company</u>: Address: Attention: Cc: Fax No:</p>
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(f) The parties hereto acknowledge and agree that Company shall indemnify each other Data Pool that executes a Global Registry Access and License Agreement with GS1 GDSN against all damages awarded and costs incurred by such Data Pool as a result of a breach by Company of any of its obligations under this Agreement.

(g) This Agreement may be executed in any number of counterparts (whether facsimile or original), each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.


(h) The provisions of this Agreement are independent of and several from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

(i) In the event GS1 GDSN enters into a Global Registry Access and License Agreement with another Data Pool in which the material terms thereof are more favorable to the Data Pool than the material terms contained herein, GS1 GDSN shall promptly notify Company thereof and this Agreement shall be reformed to conform this Agreement to the more favorable terms provided to the other Data Pool.

(j) GS1 GDSN and Company acknowledge and agree that those Paragraphs of this Agreement which by their terms must survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Global Registry Access and License Agreement on the date first above written.

GS1 GDSN, Inc.

By: 
Name: Sally A. Herbert
Title: President

Company Name: _____

By: _____
Name:
Title:

EXHIBIT A

GS1 GDSN, INC. TERMS OF PARTICIPATION AGREEMENT

This GS1 GDSN, Inc. Terms of Participation Agreement ("Participation Agreement") is made and entered into between GS1 GDSN, Inc., a Delaware not-for-profit corporation ("GS1 GDSN"), and the person(s) or entity(ies) which are identified as a Trading Partner hereunder.

1. Definitions. The parties have agreed on the following definitions to apply to this Participation Agreement.

"Data Pool(s)" means those persons or entities that have executed a Global Registry Access and License Agreement with the GS1 GDSN, by which they have access to use the GDSN and the GS1 Global Registry™ on behalf of subscribing customers. A list of certified data pools can be found on the GDSN website at www.gs1.org.

"Global Data Synchronization Network" or "GDSN" means a network of interoperable Data Pools and the GS1 Global Registry™ that enables data synchronization per the GS1 System standards.

"GS1 Global Registry™" means a global registry for item and party master data which is accessible to Data Pools certified as being compliant within the GS1 System standards.

"GS1 System standards" means an integrated global standards system that provides for accurate identification and communication of information regarding products, assets, services and locations.

"Trading Partner(s)" shall mean the manufacturer, supplier, wholesaler, distributor, retailer or other member of global supply and demand chain which has agreed to and indicated its written acceptance to the Participation Agreement, pursuant to which Trading Partner is entitled to participate in the GDSN, subject to Trading Partner's selected Data Pool's compliance with its obligations to GS1 GDSN.

"Trading Partner Proprietary Information" means any and all information relating to Trading Partner's products, product formulations, pricing, cost data, methods, processes, designs, secrets, techniques, capabilities, permissions, instructions, specifications, requirements, orders, shipments, business or project descriptive materials, marketing information, customer information and any other information owned by, or to which Trading Partner has the lawful right to use, and employed by Trading Partner for the purpose of facilitating Trading Partner's participation in the GDSN, which is not otherwise in the public domain and which is treated as confidential by Trading Partner.

2. Subscription to GDSN. Upon written acceptance of the terms and conditions of this attachment and upon Company's selected Data Pool's payment of the applicable Data Pool fee to GS1 GDSN, Trading Partner shall be deemed to have been granted by GS1 GDSN a subscription for the right to participate in the GDSN and, in furtherance thereof, to utilize the GS1 Global Registry™. Trading Partner acknowledges that Trading Partner is not obtaining any license or ownership to the GS1 Global Registry™ or to any proprietary technology, processes, concepts or other proprietary intellectual property or confidential information of GS1 GDSN pertaining to the GDSN or to the GS1 Global Registry™. Trading Partner's rights are limited to participation in the GDSN in accordance with the terms and conditions stated herein. Trading Partner may register certain attributes in the GS1 Global Registry™, including, without limitation, (i) the Global Trade Item Number® ("GTIN®"), (ii) the Global Location Number

(GLN) of the data source, (iii) the target market country code, (iv) the target market subdivision code, (v) the catalogue item classification, (vi) the GLN of the source Data Pool, (vii) the registry catalogue item state and (viii) the item status; however, Trading Partner acknowledges and understands that the registration, publication, subscription and synchronization functions of the GS1 Global Registry™ are to be performed by Trading Partner's selected Data Pool(s).

3. Conditions to Subscription. Trading Partner acknowledges and agrees that its failure to comply with any of the following material covenants, conditions and obligations, or any of the other terms and conditions contained in this attachment, shall constitute a breach hereof and shall be grounds for the immediate termination by GS1 GDSN of Trading Partner's participation in the GDSN.

A. Trading Partner shall participate in the GDSN and obtain access to the GS1 Global Registry™ through a Data Pool which has complied with all applicable GS1 GDSN certification requirements. Trading Partner may join more than one Data Pool to obtain access to the GS1 Global Registry™ based on Trading Partner's business needs and requirements. If Trading Partner undertakes to become a Data Pool, it must separately execute a Global Registry Access and License Agreement with GS1 GDSN.

B. All Trading Partner data must comply with GS1 System standards, either directly or through third party data alignment via a GDSN Data Pool.

C. Trading Partner shall comply with all standards and policies adopted and/or implemented by GS1 GDSN from time to time governing the GDSN and the GS1 Global Registry™, including, but not limited to, access and service level standards, acceptable use policies, developmental and technical functionality, certification and marketing, educational and training policies and standards. Trading Partner acknowledges that GS1 GDSN reserves the right to amend and modify such standards and policies and may introduce modifications, changes, enhancements, new versions and new releases to all or part of the GDSN from time to time. GS1 GDSN agrees that each policy and standard will be published and will be made available to Trading Partner's Data Pool at least 120 days prior to the effective date, and further acknowledges that such amendment, modification, changes, etc. shall become effective as against such Trading Partner on the effective date thereof. Trading Partner agrees that in the event of any ambiguity, inconsistency or other question of interpretation concerning any standards or policies adopted by GS1 GDSN, the determination of the GS1 GDSN Board of Directors shall be conclusive and binding.

D. Fees. GS1 GDSN does not charge the Trading Partner a separate subscription fee to participate in the GDSN. GS1 GDSN collects its annual fees from the Data Pool directly, which annual payment allows the Data Pool to provide coverage to all of its Trading Partners to participate in the GDSN. The Trading Partner's selected Data Pool retains the discretion to charge its Trading Partners and allocate its costs across its Trading Partners as it deems necessary.

E. Help Desk. Trading Partner acknowledges and agrees that GS1 GDSN shall not be responsible for providing help desk support or any other support or resource services to Trading Partner and that help desk support resources and services shall be provided exclusively by or on behalf of Trading Partner's Data Pool.

F. Trading Partner Information Security.

(a) GS1 GDSN, shall during the term of this Agreement, provide security for Trading Partner's Proprietary Information at least at levels and in the manner in which GS1 GDSN secures its own proprietary information, but in no event less than a reasonable degree of care.

(b) GS1 GDSN hereby acknowledges that the Trading Partner Proprietary Information shall at all times remain the sole property of Trading Partner. GS1 GDSN agrees that it will not disclose, provide, or make available any Trading Partner Proprietary Information in any form to any person without Trading Partner's prior written consent, except to those persons whose access is necessary to facilitate Trading Partner's Participation in the GDSN.

(c) Notwithstanding the foregoing, nothing herein shall prevent GS1 GDSN from disclosing Trading Partner's Proprietary Information upon GS1 GDSN establishing that the Trading Partner Proprietary Information: (i) has been published or has become part of the public domain other than by acts or omissions of GS1 GDSN, its employees, agents or contractors; (ii) was lawfully in the possession of GS1 GDSN at the time of disclosure to it and was not acquired by GS1 GDSN directly or indirectly from Trading Partner; (iii) was received after disclosure to GS1 GDSN by a third party who had a lawful right to disclose such information to GS1 GDSN; or (iv) was independently developed by GS1 GDSN without knowledge or use of the Trading Partner Proprietary Information.

(d) GS1 GDSN hereby agrees to indemnify and hold Trading Partner harmless from and against any claims made against Trading Partner which arise as a result of a breach by GS1 GDSN of the terms of this Paragraph 3F.

G. Warranty Disclaimer. TRADING PARTNER ACKNOWLEDGES AND AGREES THAT GS1 GDSN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GDSN OR THE GS1 GLOBAL REGISTRY™. EXCEPT AS SET FORTH IN PARAGRAPH 3F ABOVE, GS1 GDSN SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, CONSEQUENTIAL OR OTHERWISE, THAT MAY ARISE FROM THE TRADING PARTNER'S PARTICIPATION IN THE GDSN OR THE USE OF THE GS1 GLOBAL REGISTRY™ BY TRADING PARTNER OR FOR ANY FAILURE OR REFUSAL BY GS1 GDSN TO GRANT TRADING PARTNER ACCESS TO THE GDSN OR GS1 GLOBAL REGISTRY™ BASED ON A BREACH BY THE TRADING PARTNER'S SELECTED DATA POOL OF ITS OBLIGATIONS TO GS1 GDSN.

H. Term; Termination. The term of this Participation Agreement shall commence on the first day following Trading Partner's written acceptance of the terms and conditions herein, and unless sooner terminated in accordance with the terms hereunder, shall continue in effect for a period of one year therefrom (the "Initial Term.") This Participation Agreement shall renew automatically at the end of the Initial Term (each being a "Renewal Term") subject to Trading Partner's selected Data Pool being in good standing with regard to GS1 GDSN and continued compliance by the Trading Partner of all the terms and conditions herein. Notwithstanding the above, either party may terminate this Participation Agreement (i) immediately, if the other party breaches any material provision of this Participation Agreement and fails to cure such breach within 30 days of receipt of written notice of such breach from the non-breaching party or (ii) at the end of the Initial Term or at the end of the Renewal Term by providing 60 days prior written notice to the other party.

I. Law. The terms in this Participation Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflict of laws.

J. Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered (i) when delivered by hand, (ii) one business day after being given to a nationally or internationally recognized overnight carrier, (iii) when sent by confirmed facsimile with a copy sent by other means as permitted in this section, or (iv) six days after deposit in the United States mail by registered or certified mail, return receipt requested, and fourteen days after deposit in international mail.

Notice to GS1 GDSN shall be given to:

GS1 GDSN, Inc.
Attn: Clement D. Erhardt, III, Secretary
Princeton Pike Corporate Center
1009 Lenox Drive, Suite 202
Lawrenceville, NJ 08648

K. Survival of Clauses. GS1 GDSN and Trading Partner acknowledge and agree that those Paragraphs of this Participation Agreement which by their terms must survive the expiration or termination of this Participation Agreement shall survive the expiration or termination of this Participation Agreement.

L. Entire Agreement. This Participation Agreement sets forth the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

M. Publicity. Neither party will use the other party's name or trademarks in any advertising, sales promotion or publicity matters without the other party's written consent.

N. Assignment. This Participation Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Trading Partner shall not assign its rights or obligations under this Participation Agreement in whole or in part without the prior written consent of GS1 GDSN, which consent shall be in GS1 GDSN's reasonable discretion; provided, however, that Trading Partner may assign any of its rights and obligations hereunder without the consent of GS1 GDSN (but with prior notice) (i) to any existing or newly formed wholly-owned subsidiary of Trading Partner or (ii) to any entity that acquires all or substantially all of the stock or assets of Trading Partner. GS1 GDSN may assign its rights or obligations under this Participation Agreement without the consent of Trading Partner. GS1 GDSN shall provide written notice to Trading Partner of any such assignment.

4. Terms of GDSN Subscription. Trading Partner acknowledges and agrees that, as a condition to its participation in the GDSN and utilization of the GS1 Global Registry™, it shall be obligated to comply with the terms and conditions as set forth in this Participation Agreement, as such terms may be amended from time to time as more fully set forth therein. Furthermore, Trading Partner acknowledges and agrees that GS1 GDSN is, and is intended to be, a third party beneficiary to this Participation Agreement, and shall be entitled to (i) enforce any rights granted to GS1 GDSN by the Participation Agreement directly against Trading Partner, (ii) seek damages directly against Trading Partner for any breaches by Trading Partner of the obligations set forth in the Participation Agreement or (iii) terminate Trading Partner's participation in the GDSN and utilization of the GS1 Global Registry™ to the extent Trading Partner breaches any of the terms and conditions herein.

GS1 GDSN, Inc.

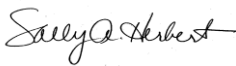
By: 
Name: Sally A. Herbert
Title: President

EXHIBIT B

GS1 Global Registry™

Acceptable Use Policy

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1 Introduction

Global Data Synchronization Network synchronizes supply chain core item information between GDSN data pools (also known as Data Pools) over the Internet.

Global Data Synchronization Network (GDSN) synchronizes supply chain item information between GDSN trading partners over the Internet. GS1 Global Registry™ (also known as the Global Registry) is the central registry of the GDSN to maintain integrity, uniqueness and the association of the three keys, namely GTIN, GLN and Target Market, required for the operation of GDSN. There are two types of users of the GS1 Global Registry. There are data pools, which are direct users in that they connect directly to the GS1 Global Registry™. Trading Partners are indirect users in that they connect to the GS1 Global Registry™ indirectly – through their data pool. Connectivity requires that users of GS1 Global Registry™ understand their responsibilities in order to protect the integrity of the system and the privacy of other users.

All terms not defined in this Acceptable Use Policy document shall be governed by the definitions set forth in the Global Registry Access and License Agreement between the parties.

1.1 Purpose

The purpose of this policy is to provide direction to GDSN data pools in the acceptable use of GS1 Global Registry™.

This document lists procedures that apply to all direct users of the GS1 Global Registry™.

All direct users are expected to follow these procedures.

All applicable local and country laws apply to the usage of GS1 Global Registry™.

Additional procedures may be in effect for users of other computer facilities that have access to the GS1 Global Registry™ (check with your local system manager for details). Furthermore, several external networks to which the GS1 Global Registry™ provides access, i.e., GDSN data pools, may have their own rules of use to which the GS1 Global Registry™ subscribers may be subject.

Indirect users who have questions or wish further information about any of these network policies, or need assistance in dealing with someone willfully violating the procedures, please contact your GDSN data pool, which will then contact the GS1 Global Registry™ Helpdesk. Direct users will directly contact the GS1 Global Registry™ Helpdesk.

1.2 Intended Use

It is important to understand the purpose of the GS1 Global Registry™ so that your use of the service conforms to that goal. The mission of the GS1 Global Registry™ is to provide value by providing a global repository for standards-compliant trade item and party information as well as the location of each item's GDSN data pool. The Registry also facilitates the synchronization of subscription data between GDSN data pools.

1.3 Privacy

The GS1 Global Registry™ takes specific precautions to protect the privacy of the GS1 Global Registry™ users and the security of data stored on the GS1 Global Registry™ computers utilizing recognized industry standards and best practices. This is an active process and security mechanisms change over time as new threats to security emerge.

GS1 Global Registry™ subscribers are encouraged to carefully assess the value and sensitivity of their own data, and take any additional steps to protect it in ways that they deem necessary.

Immediately report the receipt of any publication or data that was intended for another recipient

Users must not "retransmit" information about significant issues obtained from another individual (via e-mail, file access, verbally, etc.) that is identified as confidential.

1.3.1 Privacy - Files

It is a violation of the Acceptable Use Policy to access files for which you do not have authorization. If you believe any such information is accessible, you must notify the GS1 Global Registry™ Helpdesk – or your data pool if you are an indirect user - of the security breach you have identified.

1.3.2 Privacy - Exceptions

The GS1 Global Registry™ retains the right to access all data in the GS1 Global Registry™, as the GS1 Global Registry™ may have to examine item, party and subscription information under certain circumstances (e.g., system testing, troubleshooting, network packet monitoring). The GS1 Global Registry™ will not violate the privacy of users other than when necessary for clearly defined computer or network related tasks. Only authorized personnel with role-based permissions will access the system and include: GS1 Global Registry™ Database Administrators, GS1 Global Registry™ Production Development, GS1 Global Registry™ Operations Support, and GS1 Global Registry Helpdesk Staff.

1.3.3 Data Integrity

Under no circumstances may a data pool or indirect user register, read or change, knowingly or otherwise, the data of another company without prior consent and notification either in writing. The GS1 Global Registry™ Helpdesk can guide the data pool to the appropriate information on how and where to manage Test data. If this policy is violated the offending data will be purged at the violating party's expense.

1.4 Error Correction Fee Schedule

There are facilities and functionality built into the system for data correction and removal. Fees will not be assessed for work performed through normal system functionality. In the case where you are unable or unwilling to complete the data correction, purges, cleanup or other activity this could result in fees being incurred by the data pool, charged by the GS1 Global Registry™. The fees are \$100.00 per hour for correction of data and \$100.00 per hour for the purging of data.

These fees are voluntary and no work will be performed or charges assessed without express written request. This request is made through the GS1 Global Registry Helpdesk. The exception would be for data correction or purge as a result of a violation of the Acceptable Use Policy, and/or Termination of the data pool service agreement or GS1 Global Registry™ subscription agreement. For violations GS1 Global Registry™ will use reasonable efforts to notify the data pool for approval under the terms defined in this document. In the event GS1 Global Registry™ does not get a response from the data pool within 3 business days (M-F), data correction, purges, cleanup or other activity will be performed and fees assessed to the data pool per hour on a cost recovery basis. GS1 Global Registry™ retains the right to take immediate action for Severity One violations. Details of work performed are available upon request. This is a notice only and does not supersede or modify the language set forth in any agreements signed with the GS1 Global Registry™. Custom work will be considered on a case-by-case basis and cost estimates will be provided prior to completion. The costs are subject to change without notification.

2 General Information

2.1 Data Retention

The GS1 Global Registry™ has implemented a standard archival procedure that limits the amount of time that data is available to the system. Details of the GS1 Global Registry Data Retention policy are available to data pools upon request from GS1 Global Registry Helpdesk.

Relevant examples of various data that is retained includes:

GS1 Global Registry™ archives rows from the “idem potency” table that are greater than 90 days. This means that if you resend the same message ID after 90 days it will be processed and may cause synchronization inconsistencies.

Idem potency is used to describe a process that is architected to perform some critical action exactly once, even if the routine is called several times. The term is used here to indicate that a table is examined in order to verify that a message is not a duplicate request (i.e., containing the same GLN and messageID). If the message is determined to be a duplicate, the requested action will not be performed again (idem potency). Additionally, the data pool will receive the exact same response message they received the first time. In the event of an emergency, a data pool can request the GS1 Global Registry Helpdesk to recover and restore archived data.

If above services are requested, GS1 Global Registry™ will provide an estimate. Cost-recovery Charges will apply.

Archive policy is under consideration and being developed by the GDSN Task Group, and approved by the GS1 GDSN Board of Directors.

2.2 Authentication

Connectivity to GS1 Global Registry™ is through EDIINT (AS2) protocol. Usage of Digital Certificates is a pre-requisite to this protocol. For more information on AS2, please refer to:

<http://www.ietf.org/proceedings/03jul/I-D/draft-ietf-ediint-as2-13.txt>.

For more information on Digital Certificates and PKI (Public Key Infrastructure), please refer to:

<http://verisign.netscape.com/security/pki/understanding.html>.

The Registry allows for Self-Signed and CA Certificates.

2.3 Interoperable Application Review

The GS1 Global Registry™ and Data Pools reserve the right to request reviews of any systems, applications, or processes that could affect The GS1 Global Registry™ or a Data Pool’s ability to provide basic services or interoperate within the GDSN network. This is not a right to audit. This right does not extend to source code. It includes communications configuration such as retry sequences, timeouts and general message choreography. It also includes all message

formatting and actual data transmitted. All GDSN members are expected to reasonably provide this information to facilitate troubleshooting issues. GS1 Global Registry™ or Data Pool can provide written request for such information to the GDSN Task Group if needed. The GDSN Task Group will approve or deny this request, but all requests are subject to escalation and final approval by the GS1 GDSN Board of Directors.

2.4 Violations and Administration

2.4.1 Acceptable Use Policy Updates

The GS1 Global Registry™ may propose changes to the Acceptable Use Policy periodically. These proposals will be submitted to the GDSN Task Group for review and approval. The community must be given 30 days notice prior to modifications and updates to the document becoming effective. Requests for exceptions to the policy or extensions of established deadlines may be submitted to GDSN Task Group. All requests for changes to the Policy and extensions can be escalated to the GS1 GDSN Board of Directors for final approval.

2.4.2 Effective Date

This release of the Acceptable Use Policy is effective on August 1, 2004.

2.4.3 Enforcement

At the sole discretion of the GS1 Global Registry™, violations of any element of this Acceptable Use Policy may result in a warning to the offender followed by suspension of service if the customer does not cease the violation. However, if the GS1 Global Registry™ determines that a severe violation of the Acceptable Use Policy has occurred and the Registry deems it necessary or prudent, it may immediately suspend service with or without notice. The GS1 Global Registry™ will enforce this Acceptable Use Policy according to the severity of the offense and violator's history of prior Acceptable Use Policy infringements. The following section details the fault level rankings along with the severity levels, descriptions and possible actions of the policy. The GS1 Global Registry™ is not liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from the GS1 Global Registry™ exercising its rights under this Acceptable Use Policy or incurred by the violator while conducting any operation that is in violation of this policy. GS1 Global Registry™ has no practical ability to monitor all conduct, communications, or content that might violate this Acceptable Use Policy over the Global Data Synchronization network. Therefore, the GS1 Global Registry™ does not assume liability for any party's violation of the Acceptable Use Policy or failure to terminate a customer's violation.

2.4.3.1 Infraction Severity

Infractions of this Acceptable Use Policy are categorized in section 4.1 Problem Definition and Escalation of the GS1 Global Registry™ Service Level Agreement. If warnings are ignored and system viability is jeopardized due to failure to comply with the Acceptable use Policy, the data pool account will be disabled and the GDSN data pool may be decertified.

2.4.4 Decertification

Decertification of a GDSN data pool can occur after the GS1 Global Registry™ or Data Pool repeatedly tries to correct improper usage of the system by that data pool. This GS1 Global registry or Data Pool must submit a request for Data Pool De-certification to the GDSN Task Group and then to the GS1 GDSN Board of Directors for review and final approval. The GDSN data pool certification status is revoked and will only be re-instated after completing a recertification process. Recertification is at cost to the GDSN data pool.

2.5 System “Pinging”

GS1 Global Registry™ or Data pools must not deploy system integration solutions that have resident processes to ping the GS1 Global Registry or each other. If a session in the GDSN Network fails, wait for an alert, or contact the GS1 Global Registry Helpdesk. You must not have the GS1 Global Registry™ or Data Pools integrated into any network monitoring or dashboard type solutions that exceed one attempt every 5 minutes.

2.6 GS1 Global Registry Software Versioning

GS1 Global Registry™ is a physical implementation of the GS1 System standards. As such, changes to the GS1 Global Registry™ will be predicated upon the emergence of these standards. In order for the data pools to remain certified within the GDSN, they must support the version and implementation date of GS1 System Business Message Standards, as agreed by the GDSN Task Group.

Backward compatibility between versions is not always guaranteed. This policy will remain in effect until a formal Change Management process to be defined by the GDSN Task Group can be implemented, and approved by the GS1 GDSN Board of Directors. The initial version of GS1 Global Registry™ only supports EDIINT AS2. There are also requirements for connectivity and communications with the GS1 Global Registry and among data pools. In subsequent releases, it may support additional protocols (such as ebMS, Web Services). At the time such additional protocols are implemented, the data pools will be required to support the most recent published standards. Necessary revisions to the application and the messaging will be deployed accordingly. The time and extent of availability of this additional functionality is subject to the decisions of the GS1 GDSN Board of Directors.

3 GDSN Data Pools

(k) Business Message Requirements

Data Pools are responsible for sending, receiving and processing messages as defined per the GS1 System Business Messaging Standards (Gs1 System BMS) version recommended by the GDSN Task Group and approved by the GS1 GDSN Board of Directors. Data pools and the GS1 Global Registry™ must comply with the version of the business message standard, as deployed with a given GDSN release. These messages will support the exchange of item, party, and subscription information.

Examples of business messages exchanged between data pools include, but are not limited to, the following:

- CIN for item notification
- CIC for item confirmation
- response messages
- GDSN exception messages

Examples of business messages exchanged between data pools and the GS1 Global Registry™ include, but are not limited to, the following:

- RCI for item registration
- CIRR for registration response
- CIS for subscriptions
- GS1 System response messages
- GDSN exception messages

(l) Data Exchange Requirements

The scope of the data attributes to be exchanged between the data pools and the GS1 Global Registry™ is defined by the version of the GS1 System BMS that is currently deployed within the GDSN. Any exchange of data attributes in excess of that provided by the core item message of the current version of the GS1 System BMS will be supported through the GDSN candidate attribute process, as governed by the GSMP.

3.1 Data Pool to Data Pool

The policies governing data pool to data pool messaging within the GDSN is under consideration and being developed by the GDSN Task Group. The detail will be outlined in a future version of this policy.

3.1.1 Certification Requirements

The policies governing the GS1 Global Registry™ certification requirements are under consideration and being developed by the GDSN Task Group.

3.1.2 Interoperability Requirements

There are no minimum system requirements. However, any system or application interoperating with the GS1 Global Registry™ must meet the GS1 Global Registry Service Level Requirements. Reference SLA.

4 Communication Methods (Data pool to Data pool)

Data pools must review and comply with all tenets of the General Communication Use section, and with any applicable sections for your specific interface.

4.1 General Communication Use

4.1.1 General Choreography

Any use of the system that appears to be a Denial of Service attack can result in immediate deactivation and potentially De-Certification. “Denial of Service” is an incident in which a user or organization is deprived of the services of a resource they would normally expect to have. This can be intentional or accidental. The policy dictates that the GS1 Global Registry™ or Data Pool can deal with any attack as hostile until resolved and proven otherwise. GS1 Global Registry™ or Data Pool will make reasonable efforts to mitigate the impact to the GS1 Global Registry™ and other Data Pools. The time frame will be based on the issue severity as defined in Table 1. Some examples of unintentional incidents that might lead to Denial of Service are:

Poorly choreographed retry sequences without the appropriate limitations

Repeated sending of the same flawed message without attempts at resolution

GS1 Global Registry™ and Data Pools must maintain adequate bandwidth to support traffic and timing sequence with the GS1 Global Registry. Additionally, GS1 Global Registry™ and Data Pools must employ an efficient messaging process. A detailed policy regarding De-certification will need to be defined by the GDSN Task Group and implemented in this policy.

4.2 AS2

Data pools can only utilize the AS2 (Applicability Statement 2) standard for communications. As such, they must adhere to the following rules:

The “listener” endpoint must be running during processing of messages until all transactions are processed and reconciled. (The AS2 “listener” is the client side software/routine that waits for the response message from the GS1 Global Registry™ or Data Pool)

No more than 10 AS2 concurrent sessions..

Submissions can have multiple transactions. Up to a maximum of 100 transactions per submission.

Up to a maximum of 100 documents per transaction.

Limit 1 command type within 1 transaction.

Limit 1 document type within 1 message envelope."

These transaction limitations are subject to change when a formal policy developed by the GDSN Task Group with approval

Data pools must provide around the clock (24 x 7) technical contact services.

GS1 Global Registry™ and Data pools must provide technical support services during normal working hours as determined by their service level agreements with the data pool members. Data pool technical support services must be available as per the (SLA reference) to the global registry personnel to resolve problems that may occur in communications with the global registry. If unavailable when a problem arises, the global registry will apply the infraction severity and the associated resolution described in 2.4.3.1 Data pools and the registry must use AS2 software certified by DGI (Drummond Group Inc.)

Shut down and decertification separated as a thought process and try to add timing. Through document to separate out etc...

EXHIBIT C

GS1 Global Registry Service Level Agreement

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1. Introduction

1.1. Purpose & Objective

This agreement is between the GS1 GDSN, Inc. (“GS1 GDSN”) and GDSN Data Pool (“Data Pool”). This document outlines the service level roles, responsibilities, and objectives of the GS1 Global Registry™ and GDSN Data Pool in support of the GDSN Global Registry program.

The Service Level Agreement defines:

The scope of services provided by the Data Pools to Global Registry and to the other Data Pools in the GDSN.

The scope of services provided by the Global Registry to the Data Pools.

The performance service levels that Data Pools must provide in their interoperation with the Global Registry.

The common definition of severity levels and the appropriate coverage, escalation, and action required.

The maintenance schedule.

Terms and definitions.

1.1.1. Service Level Agreement Updates

Either party may propose changes to this Service Level Agreement periodically. These proposals will be submitted to the GDSN Task Group (Task Group) for review, approval, and an implementation date. This policy may be modified and updated once each quarter. Notice by Global Registry to all Data Pools must be given 30 days prior to modifications and updates to the document becoming effective. Requests for exceptions to the agreement or extensions of established deadlines may be submitted to the GS1 GDSN Board of Directors.

1.2. Getting Started

The Data Pools must establish support procedures including:

Hand-offs

Trading partner management

Re-routing Trading Partner calls to correct Data Pool support team.

System Status and Operational Crisis Management

Communication

Global Registry information to the Data Pool

Sufficient Bandwidth

◊ Guidelines

- ◊ Options

- Technical contacts

- Establish customer support profile with the Global Registry Helpdesk

The output of this will be a collateral document that will be added to the Data Pool's support profile. This profile will detail the agreed upon processes and the maintenance for keeping contact information and escalation paths current between the two parties. Compliance with the terms and conditions of this Service Level Agreement is defined by the Data Pool making commercially reasonable efforts to cooperate with the Global Registry and/or its affiliates to develop a plan to cure with mutually agreed timeframes ("Cure Plan"). Breach by the Data Pool or Global Registry of such Service Level Agreement and/or not using reasonable efforts to implement and complete any such Cure Plan will be subject to the Terms and Conditions of Global Registry Access and License Agreement.

2. Scope of Services

Global Registry and Data Pools are responsible for maintaining a supportable and available interface for all transactions submitted to the Global Registry and the receipt of the subsequent responses.

2.1. Standard Services

Service	Description
Service Interruption Support – 24x7 (Level 1 & Level 2)	The Data Pool and Global Registry will provide technical and managerial support during planned and unplanned service interruptions, to include but not limited to the following activities: <ul style="list-style-type: none">▪ Global Registry Services/Data Pool management and business communication issues▪ Coordination and escalation with support teams where appropriate.▪ Coordination of testing and validation of availability▪ Management of inbound and outbound traffic between the Data Pools and between a Data Pool and the Global Registry during system or operational events

2.2. GDSN Service Availability

Each Party will maintain their respective Services in connection with the operation of the GDSN and the Global Registry available 24 hours a day, every day (24 x 7 x 365) unless otherwise indicated in the GS1 Global Registry *Acceptable Use Policy* or elsewhere in this document

2.3. Help Desk Availability

Each Party will maintain their respective help desk availability 24 hours a day, every day (24 x 7 x 365) unless otherwise indicated in this document.

3. Performance Goals

3.1. Key Personnel Changes

Each Party is responsible for contacting all other Parties of technical contact changes in a timely manner so as to ensure that their ability to communicate with all the other Parties is not impaired and that there will be no interruption of vital communications. This information is to be kept updated in the remedy profile as hosted by Global Registry and will be made available for public use via the support website.

3.2. Service Level Benchmarks

The purpose of establishing service level benchmarks is to provide a format in which to discuss and resolve issues arising from interactions between the Global Registry and the Data Pools.

3.2.1. Monthly Service Level Benchmarks

Description	Metric	Minimum Service Level
Interoperable Machine to Machine interface supporting communications from Global Registry to Data Pool and between Data Pools (all interfaces with Global Registry with transactions pending)	Availability	99.5% (i.e., This will equate to about 3 and ½ hours of allowable unplanned downtime per 30 day month)
Communication bandwidth	Network Availability: N Packet Loss: N Latency: N (the specific metrics to be defined by the Task Group)	Communication bandwidth must be sufficient to comply with choreography and compliance requirements as defined herein. Provision of communication bandwidth must ensure that wait times and retries remain within the parameters set forth herein.

4. Problem Management

The purpose of this section is to set the parameters for problem management including the definition and escalation of problems.

4.1. Problem Definition and Escalation

Common severity levels for the interoperation of the Data Pools and the Global Registry Support must be established. The Data Pool is required to comply with the escalation rules and communication expectations as set by the Global Registry (see Table below). The Party whose system is experiencing the issue is responsible to perform the “Action Required” unless otherwise agreed to as part of “Getting Started” defined in section 1.2 herein or during the fault. All notifications outlined in Table One must also include the estimated time to resolution.

Table One:

Global Registry Defined Severity Levels:		
Level	Coverage	Action Required
Level 1 Critical Faults: Service interruption for any single customer on customer facing systems. Core functionality not accessible, with no work-around. Critical Faults also include issues related to Data InteGS1 GDSNty, Confidentiality, and Security Violations.	Coverage: 24x7	A broadcast message will be sent by the Party or Parties which will be implementing the corrective measure (Data Pool or the Global Registry) to the other party within 30 minutes of the fault verification and every 30 minutes thereafter until resolution is reached.
Level 2 Major Faults: System fault for single customer with a work-around – i.e.: degraded system or functional performance.	Coverage: 24x7	A broadcast message will be sent by the Party or Parties which will be implementing the corrective measure (Data Pool or the Global Registry) to the other party within 60 minutes of the fault verification and every 4 hours thereafter until resolution is reached.
Level 3 Minor Faults: Non-critical Fault with a work-around that does not degrade system performance.	Coverage: 8am – 6pm EST Monday through Friday (Excluding Holidays)	Data Pool or the Global Registry is updated every month via phone or email unless otherwise specified or requested by the reporting entity.
Level 4 System Requests: <ul style="list-style-type: none"> ▪ Minor system issues (defects) ▪ Requests for enhancement (RFEs) 	Coverage: 8am – 6pm EST Monday through Friday (Excluding Holidays)	The Data Pool or the Global Registry will be contacted after resolution to determine that resolution is acceptable. If satisfied with resolution, the ticket is closed.

Global Registry Defined Severity Levels:

Level 5 Pre-Defined Request: <ul style="list-style-type: none">▪ E-mail support requests▪ Web based submissions set at or below Severity level 3.	Coverage: 8am – 6pm EST Monday through Friday (Excluding Holidays)	Contact will be made after resolution to determine that resolution is acceptable. If satisfied with resolution, the ticket is closed.
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5. Maintenance Schedule

5.1. Maintenance Windows

The maintenance windows for the Global Registry are detailed in the section below, as they will exist in the Production release on August 1st, 2004. The Global Registry is working on strategies to remove the need for Maintenance windows during deployments. This will help us to achieve a true 24x7 methodology. This section of the Service Level Agreement will remain in effect to ensure the following:

Wednesday: 9:00 p.m. to 11:00 p.m. ET

Saturday: 9:00 a.m. to 11:00 a.m. ET

All members of the GDSN Network must architect and maintain practices to manage any scheduled or unscheduled maintenance with the Global Registry and other Data Pools. This should be executed in a manner where communications and interaction with The Global Registry or Other Data Pools will not be adversely effected during or immediately afterward by the Application System of the Data Pool. The Global Registry or Data Pool may schedule an outage lasting more than 1 hour outside of their own defined standard maintenance window. The member's standard maintenance window does not need to coincide with that of the Global Registry. To schedule a maintenance outage the Global Registry or Data Pool must complete the following steps at least 24 hours prior to the beginning of the outage period:

Send an e-mail to the technical contact at Global Registry and all Certified Data Pools with:

Starting and ending times of the outage

Phone number and e-mail address at the Global Registry or Data Pool experiencing the outage

Relevant details of outage (e.g. AS-2 Connection down for outage period, Inbound messages will be received via AS-2 but not processed until end of outage period, etc...)

In the event that the outage window exceeds the planned outage period the Global Registry or Data Pool will be deemed to be experiencing a Level 1 Critical Fault (as defined in this document)

6. Coordination of Activities of Data Pools with Global Registry and Between Data Pools

Data Pools must coordinate their activities with the Global Registry and amongst each other Data Pool during an operational crisis classified as a Level One Issue as defined in Table One for either Party so as to ensure the effective and efficient dissemination of information to the community. The coordination should take the form of activities that include electronic messaging, customer support personnel, and other means of communication with the community and includes, but is not limited, to the following:

6.1. Communication Activities

The discontinuance of messaging traffic, if required by either the Data Pool or the Global Registry.

Management of the community messaging content. Either Party, whether the issue exists amongst Data Pools or with Global Registry, must approve the content of messages regarding operational and/or service issues before distribution of material outside a Data Pool's Community. All trading partners as commercially reasonable should be referred to the party experiencing the issue.

All news releases regarding or referencing the Global Registry will include the proper Global Registry boilerplate.

All communications must be accurate with regard to Certification Status and GDSN participation. A Data Pool is not GDSN interoperable if they are not utilizing both the Global Registry and performing data synchronization. Data Pools may communicate testing status but may not claim to be Active Data Pools unless they are in Production with trading partners having successful transactions in the Global Registry.

6.1.1. Planning Activities

All changes that require the support or administration of the system by Global Registry resources must be coordinated and planned with sufficient notice to Global Registry Operations. Sufficient notice is defined in Table Two below. Sufficient notice for issues not captured in Table Two will be determined by the Data Pool and Global Registry at the time of request. If the parties are unable to agree upon a timeframe the issue will be escalated to the GS1 GDSN Board of Directors for resolution.

Table Two:

Defined Notice Periods:		
Change	Work Effort	Additional Notification Required
User Administration	2 weeks	None
Offline Data Changes	2 weeks	None
Administrative changes required to support New Releases by Data Pool	2 weeks	30 Days

7. Message Processing Responsibilities

The Global Registry and Data Pools are responsible for sending, receiving and processing messages as defined per the EAN/UCC Business Messaging Standards (BMS) version recommended by the Task Group and approved by the GS1 GDSN Board of Directors. This section covers additional responsibilities not mentioned in the EAN/UCC Business Messaging Standard. Specifics around message processing performance and definitions of acceptable response times will be defined by the Task Group for eventual inclusion in the BMS.

- The Global Registry and Data Pools are required to process valid messages sent to them. It is agreed that scheduled outages which have been communicated to the Global Registry and all affected Data Pools in the manner specified in this document can affect the timeliness of the processing (e.g. Processing can take place after the scheduled outage period).
- A Data Pool or Global Registry which has received a valid (e.g. well formed, standards compliant) message must process that message. If the receiving Party encounters an error processing a message and that error has not been caused by the sender violating the EAN/UCCN BMS the receiving Party must process the message. The sending Party is under no obligation to re-transmit another (substitute/duplicate) valid message to the receiving Party except in a disaster recovery scenario. If a Receiving Data Pool would like a Sending Data Pool to resend the messages they would need to negotiate this with the Sending Data Pool. The Sending Data Pool may charge the Receiving Data Pool a fee for these services.

APPENDIX

Appendix A. Definition of Terms

A. Definition of Terms

All terms not defined in this Service Level Agreement shall be governed by the definitions set forth in the Global Registry Access and License Agreement between the parties.

“Actual Uptime” will mean, excluding the Scheduled Downtime, the aggregate amount of time, in any month during which each Application System is actually available for use by the end users.

“Application System” will mean individual subsystem or environments comprising the support systems required for the provided services as it integrates with GS1 Global Registry.

“Availability” will mean Actual Uptime plus Excusable Downtime divided by Scheduled Uptime and expressed as a percentage. Availability is defined further as the ability for a user to log into the specified application, thus assuring the availability of the necessary elements of the application system.

“Communication Bandwidth” will mean a network connection configured to provide the bandwidth necessary to support the transmission of all synchronization data.

Provision of communication bandwidth must ensure:

Wait times and retries are not excessive and within the parameters of the *Acceptable Use Policy*

The GS1 Global Registry’s ability to process synchronization data is not affected.

“Escalation” will mean a series of predetermined corrective action steps taken in response to an event or events creating problems (e.g., interruption of service) and accompanied by intensified management attention until the problem is resolved. The mutually agreed upon severity levels and escalation rules are defined in the “Problem Management” section of this document.

“Excusable Downtime” will mean, of the Scheduled Uptime, the aggregate amount of time in any month during which each Application System is down and directly due to a Force Majeure event, which failure is not attributable to a data pool’s failure to exercise due care including, without limitation, failure to provide proper preventative or remedial maintenance due to the Force Majeure event.

“Key Personnel” shall mean those individuals deemed critical to the decision-making process and to problem identification, escalation and resolution.

“Outbound” shall mean calls, emails and other correspondence from Support to the community.

“Party” shall mean GS1 Global Registry and each GDSN Data Pool that has signed the Access and License Agreement and certified as part of the GDS network.

“Scheduled Downtime” will mean of the aggregate amount of time in any month during which each Application, Data Network, or Host System is scheduled to be unavailable for use by the community due to such things as preventive maintenance, system upgrades, etc.

“Scheduled Uptime” will mean the aggregate number of hours in any month, during which each Application, Data Network, or Host System is scheduled to be available as determined by the net of the scheduled hours minus Scheduled Downtime.

“Service Level Benchmarks” are ongoing performance standards for the services. Each Service Level will have a category for minimum performance levels.